

EXHIBIT 68-22



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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Valentino Dimitrov, individually, and on
behalf of all others similarly situated;

Plaintiff,

vs.

Stavatti Aerospace, Ltd, a Minnesota
corporation; Stavatti Aerospace, Ltd, a
Wyoming corporation; Stavatti
Corporation, a Minnesota corporation;
Stavatti Immobiliare Ltd, a Wyoming
corporation; Stavatti Industries, Ltd, a
Wyoming corporation; Stavatti Niagara,
Ltd., a New York corporation Stavatti
Super Fulcrum, Ltd, a Wyoming
corporation; Stavatti Ukraine, a Ukrainian
business entity; Stavatti Heavy Industries
Ltd, a Hawaii corporation; Christopher
Beskar and Maja Beskar, husband and wife;
Brian Colvin and Corrina Colvin, husband
and wife; John Simon and Jean Simon,
husband and wife; William Mcewen and
Patricia Mcewen, husband wife; Rudy
Chacon and Jane Doe Chacon, husband and
wife; and Does 1 through 10, inclusive,

Defendants.

Case No.: 2:23-CV-00226-PHX-DJH

**DECLARATION OF VALENTINO
DIMITROV IN SUPPORT OF
MOTION FOR SUMMARY
JUDGMENT**

1 I, Valentino Dimitrov, declare as follows:

2 1. I am over the age of 18 and a resident of Arizona.

3 2. I signed a Promissory Note dated February 27, 2022 to provide a principal
4 amount of one million dollars to Stavatti Aerospace Ltd. (the "Promissory Note").

5 3. I provided the principal (the "Principal") in the amount of one million
6 dollars to Stavatti Aerospace, Ltd.

7 4. Prior to signing the Promissory Note, I was never told that Stavatti
8 Aerospace had never manufactured an aircraft.

9 5. Prior to signing the Promissory Note, I was never told that the repayment of
10 the Principal was contingent on incoming funding facilitated by DelMorgan & Co., an
11 investment banking firm.

12 6. Prior to signing the Promissory Note, I was never told that Stavatti
13 Aerospace was a struggling company. I was not told Stavatti Aerospace had limited funds,
14 owed multiple debts, and would not be able to repay the terms of the Promissory Note
15 without the DelMorgan funding.

16 7. Prior to and upon signing of the Promissory Note, I did not agree to an
17 extension of time for repayment of the Principal in the event DelMorgan would not be
18 able to facilitate funding for Stavatti Aerospace.

19 8. Stavatti Aerospace has not made a single payment to me for repayment of
20 the Principal.

21 9. I am still awaiting repayment of the Principal.

22 10. I declare under penalty of perjury that the foregoing is true and correct.

23 **DATED** this 30 th day of July 2025.





24 By: 
25 Valentino Dimitrov
26



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